

NOTICE OF REQUEST FOR PROPOSALS
State Of Arizona
Department of Economic Security (DES)
Arizona Early intervention Program (AzEIP)

Solicitation Number: E-AzEIP-04071

Offer Due Date: **June 30, 2004**, by: 3:00 p.m. Mountain Standard Time

Submittal Location: Department of Economic Security
Arizona Early Intervention Program
3839 N. 3rd Street, Suite 304, site code 801A-6
Phoenix, AZ 85012

Pre-Offer Conference: **May 13, 2004**, 1:00 p.m., Mountain Standard Time
Department of Economic Security
Arizona Early Intervention Program
3839 N. 3rd Street, Suite 301, site code 801A-6
Phoenix, AZ 85012

In accordance with Arizona Revised Statutes (A.R.S.) §41-2534, which is incorporated herein by reference, competitive sealed proposals for the service(s) specified will be accepted by the Arizona Department of Economic Security at the above specified location, until the date and time cited. Offers received by the correct date and time will be opened, and the name of each offeror will be publicly read.

Offers must be in the actual possession of the Arizona Department of Economic Security as specified above in the "Submittal Location" on or prior to the exact date and time indicated. Late offers will not be considered, except as provided in the Arizona Procurement Code.

Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the solicitation contact person. (For TDD/TTY call through the Arizona Relay Service at 800 367-8939.) Requests should be made as early as possible to allow time to arrange the accommodation.

Service(s): Early Intervention

Contract Type: Rate

Contract Term: November 1, 2004 through October 31, 2005 and may be extended as provided by A.R.S. §41-2546

Denise Dombrowski
Solicitation Contact Person

(602) 532-9960
Phone

ddombrowski@azdes.gov
E-mail

www.de.state.az.us/azeip
Website

April 22, 2004
Date

Katherine Babonis
Chief Procurement Officer

AN EQUAL EMPLOYMENT OPPORTUNITY AGENCY

TABLE OF CONTENTS

SECTION	SECTION CONTENT	PAGE #S
1.	Notice of Request for Proposals	1-1
2.	Table of Contents	2-1
3.	Scope of Work This section contains the description of services the Arizona Department of Economic Security (DES)/Arizona Early Intervention Program (AzEIP) intends to purchase under this solicitation.	3-1 to 3-11
4.	Uniform Instructions to Offerors This section contains standard instructions used in all State solicitations.	4-1 to 4-5
5.	DES Special Instructions to Offerors This section contains instructions that specifically apply to this solicitation.	5-1 to 5-4
6.	Attachments (forms) This section contains forms to be completed in accordance with the DES Special Instructions to Offerors and returned as part of the offer. Additional attachments may be required. Refer to Preparation of Offers in the DES Special Instructions to Offerors for a complete list of items required for proposal submittal.	6-1 to 6-4
7.	Uniform Terms and Conditions This section contains standard terms and conditions issued by DES that Offerors shall comply with if awarded a contract.	7-1 to 7-8
8.	DES Special Terms and Conditions This section contains additional terms and conditions issued by DES that Offerors shall comply with if awarded a contract.	8-1 to 8-11
9.	Exhibits These informational and/or contract performance items are referenced in the Request for Proposal and are beneficial for Offerors to review prior to completing the offer.	9-1 to 9-4

SERVICE SPECIFICATIONS

Early Intervention Services

I. SERVICE DESCRIPTION

This service provides activities to meet the developmental needs of an eligible child and to meet the needs of the family related to enhancing the child's development.

II. PAYMENT UNIT

- A. Early intervention services include seventeen service components (see service goal). The Contractor shall constitute a program or network of programs and providers that offer a broad array of individualized service components to eligible children and families. Unit rates for each service component are based on one hour (60 minutes) of service time. Units may be billed in increments of .25.
- B. The payment Unit shall be all inclusive e.g., preparation time, report writing, meetings, mileage, per diem, driving time, materials, supplies, insurance, etc. The Department will not pay separately for these or any other costs.

III. REGIONAL AREA(S)

- A. The contractor shall have the responsibility and requirement to maintain capacity to implement the Individualized Family Service Plan for each eligible child and their family located in the geographic area specified by contract.
- B. This service is requested in fifteen regional areas. Regional areas are predetermined and shall not be altered. The regions are configured as follows:

REGION	GEOGRAPHIC AREA
1a	Maricopa County, West (see zip codes)*
1b	Maricopa County, Central (see zip codes)*
1c	Maricopa County, North East (see zip codes)*
1d	Maricopa County, South East (see zip codes)*
2a	Pima and Santa Cruz Counties (see zip codes)*
2b	Pima including the entire Tohono O'odham Reservation (see zip codes)*
3	Coconino County, including the entire Hopi Reservation, the Navajo Reservation geographically located within Coconino County, and the Colorado Strip, but not including Colorado City
4	Yavapai County
5	Navajo and Apache Counties, including the entire White Mountain Apache Reservation and the Navajo Reservation within Navajo and Apache County boundaries, but not including the Hopi Reservation
7	Mohave and La Paz Counties, not including the Colorado Strip
8	Yuma County
9	Gila County, including the entire San Carlos Reservation, but not including the White Mountain Reservation
10	Pinal County, including the entire Gila River Reservation, but not including Tohono O'odham Reservation
11	Graham, Greenlee and Cochise Counties

- C. In all regions a contractor may cross regional geographic areas up to 30 miles, if in the best interest of the family, contractor(s), and DES/AzEIP, to serve a family. Contractor may cross regional geographic areas over 30 miles with prior approval by DES/AzEIP.
 - 1. Contractors shall implement and have on file, procedures that allow for collaboration between adjacent contractors. In the event that collaboration is not mutually agreeable, the responsibility shall remain with the contractor who holds the contract in that specified regional geographic area.

IV. STANDARDS/LICENSURE REQUIREMENTS

- A. All personnel who provide service through this contract shall comply with Arizona Statutes and Rules regarding children, birth to three years of age, with delays or disabilities; DES/AzEIP policies and procedures; and Part C of the Individuals with Disabilities Education Act (IDEA), including reporting requirements and monitoring activities.
- B. The program shall operate year-round.
- C. The program shall provide services and supports identified on the Individualized Family Service Plan (IFSP), for each AzEIP eligible child and family referred to the program and residing in the geographic area for which the contractor is responsible.
- D. Staff shall work flexible schedules, including weekends and evenings, to meet the needs of families, as identified on the IFSP.
- E. All program policies and procedures pertaining to services provided under this contract with DES/AzEIP shall be submitted to DES/AzEIP for review and approval within six weeks of initiation of the contract, and may be reviewed at any time during the contract period. Subsequent policy or procedural changes must be approved by DES/AzEIP prior to adoption.
- F. The contractor shall use forms, notices, and releases provided by DES/AzEIP.
- G. DES/AzEIP is the payor of last resort. The vendor shall assure that all resources available to the family for assessment(s) and services are utilized prior to the use of resources available under this contract. Resources may include AzEIP participating agencies, Medicaid, the Early Periodic Screening, Diagnosis and Treatment Program (EPSDT), and private insurance. AzEIP participating agencies are the Arizona Department of Economic Security (DES), the Arizona Department of Health Services (ADHS), the Arizona State Schools for the Deaf and the Blind (ASDB), the Arizona Department of Education (ADE), and the Arizona Health Care Cost Containment System (AHCCCS).
- H. All contractors must have the ability to bill private insurance, AHCCCS Health Plans or a third party payor designated by AHCCCS, and Comprehensive Medical and Dental Program (CMDP). All financial records related to this contract, including billings indicated above, are subject to review by DES/AzEIP.
- I. Current contact information shall be filed with the DES/AzEIP office and the AzEIP Local Program Coordinator. Notifications shall be received by DES/AzEIP one week (five working days) prior to any changes.
- J. To the maximum extent appropriate, early intervention services must be provided in natural environments, including the home and community settings in which children without disabilities participate (IDEA, Part C). If the IFSP team determines that the provision of early intervention services occurs in a setting other than a natural environment because early intervention outcomes cannot be achieved satisfactorily in a natural environment, the team must provide a justification and develop a plan, including timelines, to transition services to a natural environment.
- K. Providers shall be able to communicate effectively with the family members or caregivers in their primary language (e.g., American Sign Language, Spanish, etc.). If providers are not fluent in the primary language of the family/caregivers, the contractor shall ensure access to competent interpretation and/or translation by identifying, arranging for community resources or paying for interpretation and/or translation.
- L. The contractor must comply with all DES/AzEIP data reporting requirements. All contractors must have access to Excel or Access software, the internet and e-mail. Monthly billing and data shall be submitted via e-mail using a database developed and provided by DES/AzEIP or incorporate the AzEIP data elements into existing computer systems.

- M. At all times, individual case records and administrative records must be maintained in a manner compliant with DES/AzEIP policies and procedures, Family Educational Rights and Privacy Act (FERPA) and Education Department General Administrative Regulations (EDGAR).
- N. Contractors shall provide or arrange for transportation when documented on the IFSP and determined to be necessary to support the delivery of services identified on the IFSP.
- O. When transportation of a child and family is provided as part of the service:
 - 1. The vehicle in which transportation is provided must have valid license plates and at a minimum, the State of Arizona required level of liability insurance.
 - 2. The vehicle shall be maintained in safe working order and the vehicle shall have working heating and air conditioning.
 - 3. The vehicle shall be constructed for the transportation of persons. All seats shall be fastened to the body of the vehicle, and children and family properly seated when the vehicle is in operation. The vehicle must have operational seat belts installed and be operational for safe passenger utilization. When transported, children must be securely fastened in age and weight-appropriate restraints, as required by State law.
 - 4. Children with special mobility needs shall be provided transportation in a vehicle adapted to those needs as required to facilitate adequate access to service.
 - 5. If the vehicle is used to transport persons in wheelchairs, it shall also be equipped with floor-mounted seat belts and wheelchair lock-downs for each wheelchair that it transports.
 - 6. Persons providing transportation must be a minimum of eighteen years of age, and possess and maintain a valid driver's license appropriate to the type of the vehicle driven.
- P. The contractor shall ensure that there are sufficient personnel resources to implement, in a timely manner and in accordance with IDEA regulations, the initial Individualized Family Service Plan for every child and family who is eligible for AzEIP. The contractor shall not refuse or fail to implement the Individualized Family Service Plan for any eligible child and family in the geographic area specified in the contract.
- Q. The contractor shall maintain personnel files, which document that each employee and subcontractor has received training in DES/AzEIP policies and procedures and the IDEA, Part C regulations.
- R. All personnel who provide service through this contract shall participate in and complete the requirements for the AzEIP Professional Development System, Standards of Practice.
- S. All personnel who provide service through this contract must meet the AzEIP Personnel Standards appropriate for the job functions performed. Personnel files must contain documentation of current licensure/certification and Continuing Education Units (CEUs) consistent with the requirements of AzEIP Personnel Standards.
- T. All personnel who provide service through this contract must have three references from non-family members verifying previous and favorable employment. References may be written or spoken and must be maintained in the program's personnel files.
- U. All employees and contractors must have job descriptions and current resumes on file with DES/AzEIP within one week of employment/contract initiation.
- V. In the event that the contractor fails to perform in accordance with this contract, Federal Law, or AzEIP policy, the contractor shall be liable for costs, sanctions, and fees imposed against the Department that would not have been imposed, but for the contractor's action or lack thereof.

V. SERVICE GOAL

Early intervention assists families in providing learning opportunities that facilitate their child's successful engagement in relationships, activities, routines, and events of everyday life. Supports and services are provided in the context of the family's typical routines and activities so that information is meaningful and directly relevant to supporting the child to fully participate in his or her environment.

Under this contract, the provider shall establish mechanisms to access and to provide early intervention service components identified on the IFSP for each AzEIP eligible child and family referred to the program. As defined by IDEA, Part C §303.12, early intervention services include the following service components: (1) assistive technology services, (2) audiology, (3) family training, counseling and home visits, (4) health services necessary to enable a child to benefit from the other early intervention services, (5) medical services only for diagnostic and

evaluation purposes, (6) nursing, (7) nutrition, (8) occupational therapy, (9) physical therapy, (10) psychological services, (11) service coordination services, (12) social work services, (13) special instruction, (14) speech-language pathology, (15) transportation and related costs, and (16) vision services (as defined in IDEA). Respite is included as the seventeenth (17) service component (see exhibit 9-3). The contractor shall establish the capacity to access the full array of service components by employing or contracting with qualified personnel and/or securing a commitment from public and private community resources. Offerors are encouraged to design and implement innovative models for serving rural areas and historically underserved populations. All providers under this contract must comply with IDEA, Part C and DES/AzeIP policies and procedures.

Each AzeIP eligible child and his or her family shall have an IFSP. The need for each service component is determined by the IFSP team and documented on the IFSP. No individual team member, including a family member, can unilaterally determine the service need, setting, frequency, etc. Each AzeIP eligible child and his or her family is entitled to the timely provision of all service components documented on the IFSP.

The purpose of the program is threefold.

1. **Provide AzeIP appropriate, and culturally competent supports and services, including service coordination, to families and children who are eligible for AzeIP, but are not eligible for the AzeIP participating agencies.**
2. **For families who are eligible for an AzeIP participating agency but unable to access AzeIP services in a timely manner, the contractor shall coordinate with the AzeIP participating agency service coordinator in the provision of the AzeIP service(s) until the AzeIP participating agency is able to resume service provision responsibility.**
3. **Coordinate with the AzeIP participating agency service/support coordinator to expand the array of services accessible to families who are enrolled in an AzeIP participating agency that does not provide the full array of services.**

Consequently, the program may be (1) the sole provider working with the family and other community programs, (2) the interim provider pending eligibility determination for an AzeIP participating agency resolution of a dispute, etc., and/or (3) part of an IFSP team composed of employees and contractors with AzeIP participating agencies. If the child is eligible for an AzeIP participating agency, the service coordinator/support coordinator from the AzeIP participating agency is the primary service coordinator. Agency providers and resources shall be used prior to the use of any resources available under this contract.

VI. SERVICE OBJECTIVES/TASKS/METHODS OF EVALUATION:

A. ADMINISTRATIVE

Objective 1: The contractor shall establish core teams and access to early intervention services, as defined by the Individuals with Disabilities Education Act, Part C § 303.12, and including the appropriate provision of respite services, to implement the Individual Family Service Plan (IFSP) for each AzeIP eligible child and family referred to the contractor.

TASK(S):

- 1.1 Each contractor shall establish a core team or teams sufficient in capacity to implement the Individualized Family Service Plan for eligible families in the geographic area specified in the contract. Although the contractor must have the capacity to provide all of the service components identified under V. Service Goal, the contractor must establish a structure that supports a core team of professionals representing the most frequently accessed early intervention services to work as a team lead or consult with a team lead as directed by the IFSP. Each core team shall represent discipline diversity and include at a minimum: a developmental specialist (a.k.a. special instruction/early interventionist), physical therapist, occupational therapist, nurse, and speech language pathologist. The core team may include multiple individuals representing the above disciplines given the need for their region. While professionals who provide other service

components may be the team lead, the “core team” represents the disciplines and expertise that reflect the priorities and concerns of the greatest number of families.

- 1.2 The contractor shall establish mechanisms for accessing and providing early intervention service components identified on the Individualized Family Service Plans (IFSP) otherwise not available through AzEIP participating agencies. Mechanisms may include employment and/or contracts.
- 1.3 The contractor shall Identify the Region(s) the program and its subcontractors shall serve.
- 1.4 As DES/AzEIP is the payor of last resort, the contractor shall establish and implement procedures that assure that all resources available to the family for assessment(s) and services are utilized prior to the use of resources available under this contract. Resources may include AzEIP participating agencies, Medicaid, and private insurance.
- 1.5 The contractor shall establish and implement programmatic and fiscal controls to ensure that the unique needs of each family are addressed in a timely manner; and that services are cost-effective, and maximize natural supports and all community, state and federal resources available to the family.
- 1.6 The contractor shall develop and implement personnel schedules and policies that are flexible to meet the schedules and needs of families, including evenings and weekends, if necessary.

Objective 2: The contractor shall develop and implement program procedures that are consistent with DES/AzEIP policies and procedures, and Part C of IDEA. Written procedures must be in sufficient detail to describe the actual practices and processes that staff shall implement.

TASK(S):

- 2.1 The contractor shall establish and implement procedures that address:
 - 2.1.1 Receiving, sending, and following up on referrals
 - 2.1.2 Assignment of a team lead who shall participate in the initial IFSP meeting.
 - 2.1.3 Assignment of a service coordinator
 - 2.1.4 Developing, implementing, reviewing, and evaluating IFSPs
 - 2.1.5 Accessing and providing the required array of services
 - 2.1.6 Providing assessment, evaluation, intervention and service coordination services
 - 2.1.7 Coordination amongst all team members, including the child’s PCP
 - 2.1.8 Complying with child abuse and neglect reporting requirements
 - 2.1.9 Planning for transition to an AzEIP participating agency and/or from the Part C program, when applicable
 - 2.1.10 The contractor shall ensure procedural safeguards by;
 - 2.1.10.1 Coordinating with the CPS Case Manager and the AzEIP local Program Coordinator to identify a surrogate parent, when necessary
 - 2.1.10.2 Providing written notice to parents in their native language, unless it is clearly not feasible to do so
 - 2.1.10.3 Securing informed consent from parents
 - 2.1.10.4 Maintaining confidentiality
- 2.2 The contractor shall train all service providers, including employees and contractors, in the program policies and procedures. All providers shall have access to the written procedures which are consistent with Arizona’s Application for Federal Funds

Objective 3: The contractor shall establish and implement procedures to recruit and retain qualified personnel and contractors.

TASK(S):

- 3.1 The contractor shall establish and implement procedures to recruit and retain sufficient numbers of qualified personnel and contractors to ensure that the full array of services is accessible in a timely manner for all eligible children and families referred.

- 3.2 The contractor shall establish and implement staff development procedures that include, at a minimum, the following areas: frequency and type of supervision, professional development opportunities, and team-building strategies.
- 3.3 The contractor shall establish and implement grievance procedures for employees and contractors.
- 3.4 The contractor shall report barriers and strategies to improve recruitment and retention to DES/AzEIP in monthly reports.

Objective 4: The contractor shall establish and implement mechanisms to ensure that services and supports are tailored to meet the individual needs of each family and compliance with IDEA, Part C; and AzEIP and program policies, procedures and practices. Mechanisms shall assess program and personnel practices on an ongoing and periodic basis and direct quality improvement activities.

TASK(S):

- 4.1. The contractor shall establish and implement program evaluation procedures that inform and support the annual completion of the AzEIP Program Self-Assessment and document correction of identified non-compliance and progress in program improvement activities. Program evaluation shall include at a minimum:
 - 4.1.1 Regular supervision
 - 4.1.2 Review of at least 10% of files using the AzEIP file audit tool to evaluate the development of IFSPs with functional outcomes and type, frequency, setting, and duration of services per family and across IFSPs
 - 4.1.3 Review of ACTS-3 data
 - 4.1.4 Utilize AzEIP Family Surveys
 - 4.1.5 Family exit interviews
 - 4.1.6 Annual community satisfaction surveys. "Community" includes private and public programs with which the program coordinates, such as child care programs, physicians, Early Head Start, agency service coordinators and contractors, and local school districts.
 - 4.1.7 Review of employee grievances and the outcome of each.
 - 4.1.8 Review of family grievances and the outcome of each.
 - 4.1.9 Review of family absence (i.e., no show) data
- 4.2 The AzEIP Program Self-Assessment and, if necessary, a corrective action plan shall be submitted to DES/AzEIP annually by the contractor, as outlined in the AzEIP monitoring procedures. Progress toward corrective action goals shall be reported to DES/AzEIP on a quarterly basis or more frequently if determined necessary by DES/AzEIP. The contractor shall participate in program evaluation, monitoring, and quality improvement activities as requested by DES/AzEIP.

Objective 5: The contractor shall establish partnerships with the local AzEIP Program Coordinator; promote AzEIP awareness; participate in local AzEIP planning, implementation and evaluation; and facilitate family participation in AzEIP.

TASK(S):

- 5.1 The program shall participate in AzEIP public awareness and child find activities coordinated by the local AzEIP Program Coordinator.
- 5.2 The contractor shall establish and implement procedures to ensure that at least one representative of the program, employed or contracted, participates in planning, implementing and/or evaluating AzEIP. Options include: participation on the district AzEIP management team; community mapping activities; AzEIP policy or material review, etc.
- 5.3 The contractor shall establish and implement procedures that facilitate family participation in AzEIP planning, implementation, and evaluation.

Objective 6: The contractor shall submit the required service reports, billing invoices and child and family data, personnel data, and information as requested by DES/AzEIP.

TASK(S):

- 6.1 Submit IFSP monthly service cost report by the 15th of the following month.
- 6.2 Download the ACTS-3.MDB to DES/AzEIP by the 15th of the month.
- 6.3 Submit monthly case report by the 15th of the month.
- 6.4 Submit annual reports within 45 calendar days after the end of the contract period.
- 6.5 Submit family, personnel, and program data as requested by DES/AzEIP.
- 6.6 Complete cost effectiveness studies, as requested by DES/AzEIP and review results with DES/AzEIP staff.
- 6.7 The contractor shall provide additional information and data, as requested by DES/AzEIP.

B. TEAM LEAD

Objective 1: The contractor shall establish and implement procedures to identify the team lead for each AzEIP eligible child and family.

- 1.1 When Initial Planning Process is likely to determine a child eligible for AzEIP only, the IPP Team Lead shall contact the early intervention contractor's core team. Based on the family's priorities and concerns after evaluation and assessment, but before the initial IFSP, the early intervention contractor's core team shall identify the team member with the expertise most immediately relevant to the priorities and concerns of the family. The early intervention contractor's team lead shall participate in the family's initial IFSP, which demarcates the transition from the initial planning process to the provision of early intervention services.
- 1.2 The IFSP is a seamless experience for families, accomplished through relationships with the minimal number of individuals practical, but accessing the breadth of expertise from a multidisciplinary IFSP team. In consultation with other IFSP team members, the team lead shall be responsible for (1) synthesizing information from the initial planning process, the IFSP, medical and developmental records and on-going assessment and sharing with other team members, (2) implementing early intervention services and strategies in a holistic, integrated, culturally and linguistically appropriate manner, that supports children and families in reaching their functional IFSP outcomes, (3) documenting progress toward IFSP outcomes, (4) informing other IFSP team members of progress, (5) facilitating direct involvement of other IFSP team members in on-going assessment and consultation, to ensure that early intervention activities and strategies are tailored appropriately to facilitate attainment of the IFSP outcomes and reflect the priorities of the family and (6) communicating with other team members. The contractor shall describe the contractor's structure and procedures that enable the team lead to fulfill this role.
- 1.3 The team lead is the primary liaison between the family, the family's service coordinator, and other IFSP team members. The contractor shall describe procedures that ensure that communication and coordination between the family, the team lead, the service coordinator, and other IFSP team members are effective and enable the team lead, the service coordinator and other IFSP team members to fulfill all of their responsibilities.
- 1.4 The IFSP team shall determine the frequency and type of team lead contact.

C. SERVICE COORDINATION

Objective 1: The contractor shall establish and implement procedures to identify the service coordinator for each AzEIP eligible child and family.

TASK(S):

- 1.1 The contractor shall describe procedures to ensure that the service coordinator is identified for each eligible family. Families shall be informed by phone and in writing of their service coordinator's name and contact information.
- 1.2 The service coordinator must have demonstrated knowledge and understanding about:
 - 1.2.1 Infants and toddlers who are AzEIP eligible
 - 1.2.2 AzEIP policies and procedures and Part C regulations; and
 - 1.2.3 The nature and scope of the AzEIP service system, the system(s) of payments for services, and other pertinent information
- 1.3 The service coordinator must fulfill all service coordination functions:
 - 1.3.1 Coordinate the performance of evaluations and assessments
 - 1.3.2 Facilitate and participate in the development, review, and evaluation of the IFSP
 - 1.3.3 Assist families in identifying available service providers.
 - 1.3.4 Coordinate and monitor the delivery of available services.
 - 1.3.5 Inform families of available community services, programs and activities, including advocacy groups.
 - 1.3.6 Coordinate with medical, health, private, and community providers and
 - 1.3.7 Facilitate the development of a transition plan to preschool services or other appropriate services at age three.
- 1.4 The service coordinator shall ensure that all families are fully informed of the procedural safeguards, confidentiality, and their right to accept or decline any or all supports and/or services.
- 1.5 The service coordinator shall provide a written copy of the IFSP to the family and other IFSP team members within two weeks of development or revision. With parental consent, copies of the IFSP shall be sent to other involved parties, such as the Primary Care, such as the Primary Care Physician.
- 1.6 If the child is eligible for an AzEIP participating agency, the service coordinator/support coordinator from the AzEIP participating agency is the **single service coordinator**. Agency providers and resources shall be used by the contractor prior to the use of any resources available under this contract.
- 1.7 If the child has not been determined eligible for an AzEIP participating agency, but would likely qualify, the service coordinator, with written parental consent, shall gather necessary information, which may include administering or facilitating necessary evaluations, and shall assist the participating agency representative(s) through agency eligibility determination and transitioning to on-going agency service coordination and services.

Objective 2: The contractor shall establish and institute procedures to implement the initial IFSP.

TASK(S):

- 2.1 The contractor shall describe procedures to ensure that the contractor implements, in a timely manner and in accordance with IDEA regulations, the initial Individualized Family Service Plan for every child and family who is eligible for AzEIP. The contractor shall not refuse or fail to implement the Individualized Family Service Plan for any eligible child and family in the geographic area specified in the contract

Objective 3: The contractor shall establish and institute procedures to develop and implement subsequent IFSPs, including transition planning, and IFSP reviews that adhere to the criteria specified in Sec. 303.344 of the IDEA, Part C regulations.

TASK(S):

- 3.1 The contractor must review and synthesize information from progress reports, assessment, evaluations, pertinent records, family report, observation and other sources of information.

- 3.2 The contractor shall assist the family to identify their natural support systems, including neighborhood, community and family supports, such as friends, community groups, faith-based organizations, schools, and public and private agencies.
- 3.3 The family shall identify outcomes and, together with the rest of the IFSP team, shall identify the existing and needed resources, settings, supports and early intervention services that are necessary to assist the family in reaching their outcomes. The contractor shall describe the team decision-making process to DES/AzEIP.
- 3.4 Together with the family, the contractor shall identify supports and strategies that assist the child to be more successful and independent in participating fully in his/her environment and routines.
- 3.5 In accordance with the AzEIP interagency agreement with the Arizona Department of Education, the contractor shall plan the **transition from Part C to Part B** and/or other appropriate services.
- 3.6 The contractor shall provide training and technical assistance in IFSP development to all providers under this contract. The contractor shall establish and maintain mechanisms to ensure that providers have frequent opportunities to assess and refine their skills in IFSP development.

Objective 4: The contractor shall coordinate and monitor implementation of the IFSP, including transition activities.

TASK(S):

- 4.1 The contractor shall fax a copy of the DES/AzEIP Early Intervention Contractor Referral Form to DES/AzEIP when a child, who is eligible for a participating agency, is referred for a service(s) under this contract in order to prevent the delay of timely services or to expand the array of services not available through the AzEIP participating agency.
- 4.2 The contractor shall review the IFSP for each child and the child's family every six months or more frequently if conditions warrant, or if the family requests a review, to determine:
 - 4.2.1 The degree to which progress toward achieving the outcomes is being made; and
 - 4.2.2 Whether modification or revision of the outcomes and/or supports and services is necessary.
- 4.3 The contractor shall provide a written copy of the IFSP to the family and other IFSP team members within two weeks of development or revision. With parental consent, copies of the IFSP shall be sent to other involved parties, such as the Primary Care Physician. The original IFSP shall be maintained in the child's file.
- 4.4 The contractor shall establish and implement procedures to ensure that services are coordinated with AzEIP participating agencies when providing a service(s), to prevent the delay in timely provision of services or to expand the array of services.
- 4.5 The contractor shall establish and implement procedures to ensure services are coordinated with community resources, medical and health providers, education and Early Head Start programs, and other programs that support children and families.
- 4.6 In the event that a family has two consecutive absences (i.e., no shows), the service coordinator shall contact the family to discuss whether changes to the IFSP are needed to better respond to the family's priorities, resources and concerns.

Objective 5: The contractor shall have access to at least one individual who is knowledgeable about the array of available community and state resources and programs.

TASK(S):

- 5.1 This individual(s) shall train and/or consult with all personnel acting as service coordinators to ensure that families are informed of all opportunities in which they are potentially interested and for which they are potentially eligible.
- 5.2 The contractor shall establish and implement procedures for making appropriate referrals, coordinating services within the program, AzEIP participating agencies and community programs.

C. SERVICE PROVISION

Objective 1: The contractor shall establish and implement procedures to identify the IFSP team for each AzEIP eligible child and family.

- 1.1 Based on the services identified on the IFSP, the team lead and the service coordinator shall identify the other IFSP team members.
- 1.2 At any point in the early intervention process, the team lead may change to reflect changes in the family's priorities; however, this represents a significant change and must be made in the context of and documented on the IFSP.

Objective 2: The contractor shall establish and implement procedures to ensure that implementation of the IFSP is a seamless experience for families, accomplished through relationships with the team lead in consultation with other IFSP team members.

- 2.1 The contractor shall describe the team decision-making process and the model(s) of service provision that shall be employed.
- 2.2 The contractor shall establish and implement procedures that ensure that services identified on the IFSP are delivered in a manner that is timely, coordinated, responsive to the priorities, resources and concerns of the family; facilitate the attainment of functional outcomes identified on the IFSP; and are provided in natural environments.
- 2.3 Team members shall, as is the role of all service providers, (1) consult with parents, other service providers, and representatives of appropriate community agencies to ensure the effective provision of supports and services in all areas; (2) keep parents and others informed regarding the provision of supports and services; and (3) participate in the integrated team's ongoing assessment of a child and the child's family, and in the development of integrated goals and outcomes for the IFSP.

Objective 3: The family, team lead, and other IFSP team members shall implement an ongoing assessment process, which consists of activities that generate a holistic understanding of the child's strengths, capacities and needs in the context of his or her social, cultural and physical environment and daily routines. Assessment is linked to the development of integrated, functional goals and outcomes for the IFSP.


TASK(S):

- 3.1 The contractor shall facilitate and document on-going discussions with the family about their priorities, resources and concerns relevant to their child's development. Discussion of family priorities, resources and concerns is completely at the discretion of the family. Families' declining discussion of these topics shall be noted in the child's file.
- 3.2 The contractor shall establish and implement procedures that describe assessment as an ongoing process, implemented in partnership with families. The process gathers information from multiple sources, which may include: observation of the child engaged in spontaneous, child-directed play with caregivers; structured, adult-directed play; formal assessment procedures; review of developmental and medical records; and family report.
- 3.3 The contractor shall establish and implement procedures to inform families when it becomes apparent that the child may be eligible for one of the AzEIP participating agencies.
- 3.4 The contractor shall establish and implement procedures for sharing information with the AzEIP participating agency to determine what, if any additional information is needed to determine eligibility for the agency.
- 3.5 Together, with the family and the participating agency representative, the contractor shall determine the most appropriate person to gather any additional assessment information needed for participating agency eligibility determination.

Objective 4: The contractor shall in partnership with family and other team members, assess and document progress toward IFSP outcomes.

TASK(S):

- 4.1 The contractor shall systematically establish and implement procedures that ensure that all members of the IFSP team document progress toward identified IFSP outcomes, and shall use this information to develop, review and evaluate IFSPs. The contractor shall describe family involvement in assessing progress, and the qualitative and quantitative strategies for assessing progress.


	Uniform Instructions to Offerors		STATE OF ARIZONA
		PAGE	
		1 OF 5	

A. Definition of Terms. As used in these Instructions, the terms listed below are defined as follows:

1. “*Attachment*” means any item the Solicitation requires an Offeror to submit as part of the Offer.
2. “*Contract*” means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
3. “*Contract Amendment*” means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
4. “*Contractor*” means any person who has a Contract with the State.
5. “*Days*” means calendar days unless otherwise specified.
6. “*Exhibit*” means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
7. “*Offer*” means bid, proposal or quotation.
8. “*Offeror*” means a vendor who responds to a Solicitation.
9. “*Procurement Officer*” means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
10. “*Solicitation*” means an Invitation for Bids (“IFB”), a Request for Proposals (“RFP”), or a Request for Quotations (“RFQ”).
11. “*Solicitation Amendment*” means a written document that is signed by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
12. “*Subcontract*” means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
13. “*State*” means the State of Arizona and Department or Agency of the State that executes the Contract.

B. Inquiries

1. Duty to Examine. It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing (inquiries), and examine its’ Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for modifying or withdrawing the Offer after the Offer due date and time, nor shall it give rise to any Contract claim.
2. Solicitation Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other State employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.
3. Submission of Inquiries. The Procurement Officer or the person identified in the Solicitation as the contact for inquiries except at the Pre-Offer Conference, require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry, since it may then be identified as an Offer and not be opened until after the Offer due date and time. The State shall consider the relevancy of the inquiry but is not required to respond in writing.
4. Timeliness. Any inquiry or exception to the solicitation shall be submitted as soon as possible and should be submitted at least seven days before the Offer due date and time for review and determination by the State. Failure to do so may result in


	Uniform Instructions to Offerors		STATE OF ARIZONA
		PAGE	
		2 OF 5	

the inquiry not being considered for a Solicitation Amendment.

5. No Right to Rely on Verbal Responses. An offeror shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the solicitation.
6. Solicitation Amendments. The Solicitation shall only be modified by a Solicitation Amendment.
7. Pre-Offer Conference. If a pre-Offer conference has been scheduled under this Solicitation, the date, time and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. Offerors should raise any questions about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment.
8. Persons With Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

C. Offer Preparation

1. Forms: No Facsimile, Telegraphic or Electronic Mail Offers. An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation must be legible and contain the same information requested on the forms, unless the solicitation indicates otherwise. A facsimile, telegraphic, mailgram or electronic mail Offer shall be rejected if submitted in response to requests for proposals or invitations for bids.
2. Typed or Ink; Corrections. The Offer shall be typed or in ink. Erasures, interlineations or other modifications in the Offer shall be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.
3. Evidence of Intent to be Bound. The Offer and Acceptance form within the Solicitation shall be submitted with the Offer and shall include a signature (or acknowledgement for electronic submissions, when authorized) by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of an intent to be bound, such as an original signature, shall result in rejection of the Offer.
4. Exceptions to Terms and Conditions. All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically accepted by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered by the State as a part of any resulting Contract.
 - i. Invitation for Bids. An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.
 - ii. Request for Proposals. All exceptions that are contained in the Offer may negatively affect the State's proposal evaluation based on the evaluation criteria stated in the Solicitation or result in rejection of the Offer. An offer that takes exception to any material requirement of the solicitation may be rejected.
5. Subcontracts. Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
6. Cost of Offer Preparation. The State will not reimburse any Offeror the cost of responding to a Solicitation.
7. Solicitation Amendments. Each Solicitation Amendment shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed copy of a Solicitation


	Uniform Instructions to Offerors		STATE OF ARIZONA
		PAGE	
		3 OF 5	

Amendment may result in rejection of the Offer.

8. Federal Excise Tax. The State of Arizona is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be provided by the State.
9. Provision of Tax Identification Numbers. Offerors are required to provide their Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number in the space provided on the Offer and Acceptance Form.
- 9.1 Employee Identification. Offeror agrees to provide an employee identification number or social security number to the Department for the purposes of reporting to appropriate taxing authorities, monies paid by the Department under this contract. If the federal identifier of the offeror is a social security number, this number is being requested solely for tax reporting purposes and will be shared only with appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.
10. Identification of Taxes in Offer. The State of Arizona is subject to all applicable state and local transaction privilege taxes. All applicable taxes shall be included in the pricing offered in the solicitation. At all times, payment of taxes and the determination of applicable taxes are the sole responsibility of the contractor.
11. Disclosure. If the firm, business or person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.
12. Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:
 - 12.1 Special Terms and Conditions;
 - 12.2 Uniform Terms and Conditions;
 - 12.3 Statement or Scope of Work;
 - 12.4 Specifications;
 - 12.5 Attachments;
 - 12.6 Exhibits;
 - 12.7 Special Instructions to Offerors;
 - 12.8 Uniform Instructions to Offerors.
 - 12.9 Other documents referenced or included in the Solicitation.
13. Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all freight, delivery and unloading at the destination(s).

D. Submission of Offer

1. Sealed Envelope or Package. Each Offer shall be submitted to the submittal location identified in this Solicitation. Offers should be submitted in a sealed envelope or container. The envelope or container should be clearly identified with name of the Offeror and Solicitation number. The State may open envelopes or containers to identify contents if the envelope or container is not clearly identified.
2. Offer Amendment or Withdrawal. An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.
3. Public Record. All Offers submitted and opened are public records and must be retained by the State. Offers shall be open to

	Uniform Instructions to Offerors		STATE OF ARIZONA
		PAGE	
		4 OF 5	

public inspection after Contract award, except for such Offers deemed to be confidential by the State. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential the specific information and submit a statement with its Offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The State shall determine whether the identified information is confidential pursuant to the Arizona Procurement Code.

4. Non-collusion, Employment, and Services. By signing the Offer and Acceptance Form or other official contract form, the Offeror certifies that:

i. The Offeror did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and


ii. The Offeror does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable Federal, state and local laws and executive orders regarding employment.

E. Evaluation

1. Unit Price Prevails. In the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
2. Prompt Payment Discount. Prompt payment discounts of thirty (30) days or more set forth in an Offer shall be deducted from the offer for the purposes of evaluating that price.
3. Late Offers. An Offer submitted after the exact Offer due date and time shall be rejected.
4. Disqualification. A Offeror (including each of its' principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall have its offer rejected.
5. Offer Acceptance Period. An Offeror submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for Offer acceptance, the number of days shall be one hundred-twenty (120). If a Best and Final Offer is requested pursuant to a Request for Proposals, an Offeror shall hold its Offer open for one hundred-twenty (120) days from the Best and Final Offer due date.
6. Waiver and Rejection Rights. Notwithstanding any other provision of the Solicitation, the State reserves the right to:
 - 6.1. Waive any minor informality;
 - 6.2. Reject any and all Offers or portions thereof; or
 - 6.3. Cancel the Solicitation.

F. Award

1. Number or Types of Awards. The State reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, or regional awards, whichever is most advantageous to the State. If the Procurement Officer determines that an aggregate award to one Offeror is not in the State's best interest, "all or none" Offers shall be rejected.
2. Contract Inception. An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Procurement Officer's signature on the Offer and Acceptance Form. A notice of award or of the intent to award shall not constitute acceptance of the Offer.
3. Effective Date. The effective date of this Contract shall be the date that the Procurement Officer signs the Offer and Acceptance form or other official contract form, unless another date is specifically stated in the Contract.

	Uniform Instructions to Offerors		STATE OF ARIZONA
		PAGE	
		5 OF 5	

G. Protests.

1. A protest shall comply with and be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9 and rules adopted thereunder. Protests shall be in writing and be filed with both the Procurement Officer of the purchasing agency and with the State Procurement Administrator. A protest of a Solicitation shall be received by the Procurement Officer before the Offer due date. A protest of a proposed award or of an award shall be filed within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:
 - 1.1 The name, address and telephone number of the protester;
 - 1.2 The signature of the protester or its representative;
 - 1.3 Identification of the purchasing agency and the Solicitation or Contract number;
 - 1.4 A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
 - 1.5 The form of relief requested.

H. Comments Welcome

The State Procurement Office periodically reviews the Uniform Instructions to Offerors and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 104, Phoenix, Arizona, 85007.

**DEPARTMENT OF ECONOMIC SECURITY
SPECIAL INSTRUCTIONS TO OFFERORS**

- 1.0 **EVALUATION CRITERIA:** Evaluation criteria are listed in descending order of importance. The award(s) will be made to the responsible Offeror(s) whose offer is determined to be the most advantageous to the State, based upon the following criteria:
- 1.1 Service Methodology;
- 1.2 Experience and Expertise;
- 1.3 Ability to Prove Current Capacity and Ability to Respond to Increased Need
- 1.4 Cost/Price; and
- 1.5 Conformance to RFP Requirements/Instructions.
- 2.0 **DEFINITIONS:**
- 2.1 **Cultural Diversity:** The ability of the Offeror to respond respectfully and effectively to people of all cultures, races, ethnic backgrounds, genders, sexual orientations, and faiths or religions in a manner that recognizes, affirms and values the worth of individuals, families, tribes and communities, and protects and preserves the dignity of each.
- 2.2 ***Shall, Must:*** Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of an offer.
- 2.3 ***Should:*** Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the State will evaluate the offer without the information. In accordance with the “Best and Final Offer” section of these terms and conditions, the Department may request the information and will evaluate the Best and Final Offer as submitted.
- 2.4 ***May:*** Indicates something that is not mandatory but permissible.
- 3.0 **RESERVED:**
- 4.0 **DISCUSSIONS/NEGOTIATIONS:** In accordance with A.R.S. §41-2534, during the offer evaluations, discussions may be conducted with Offeror(s) who submit offers determined to be reasonably susceptible of being selected for award. A request to participate in discussions does not assure a contract award.
- 5.0 **BEST AND FINAL OFFER:** Upon completion of discussions, the DES will notify each Offeror who participated in discussions, of the date, time and place for receipt of the Best and Final Offers. All of the issues identified in the DES request for Best and Final Offer should be addressed within the Best and Final Offer. If the Best and Final Offer is not received or if it is withdrawn prior to this deadline, the immediately previous offer will be construed as the Best and Final Offer.
- 6.0 **DEBRIEFING:** After contract award the Offeror is encouraged to ask questions in order to clarify or resolve any concern arising from this solicitation or contract award. The primary goal is to answer the Offeror's questions and concerns at the lowest administrative level. Experience has demonstrated that most issues may be successfully resolved at this level and it is therefore preferable to more formal procedures. Questions should be directed to the DES solicitation contact person. Any questions or inquiries discussed under this section are not considered a formal protest and anyone who contemplates filing a formal protest is advised to read the "Protests" section of the Uniform Instructions to Offerors and to act accordingly.
- 7.0 **PROTESTS:** In addition to the Uniform Instructions to Offerors "Protests" section the following is added: Any protests must be filed with the Procurement Officer, Department of Economic Security, Contracts Management Section - 805Z, 1789 W. Jefferson, Phoenix, Arizona 85007. If the protest is being hand delivered, the physical location is in the South Central area of the 4th Floor.

- 8.0 **PREPARATION OF OFFER:** The Offeror should submit one original and 7 copies of the offer. Label the original "Original" and copies "Copy" on the front page of each complete document. Each section should be submitted in accordance with the directions. Failure to include the requested information may have a negative impact on the evaluation of the offer. All pages should be legible, single sided, numbered and not bound. The offer should include the following in sequential order:
- 8.1 Offer and Contract Award
 - 8.2 State of Arizona Substitute W-9 Form
 - 8.3 Service Methodology
 - 8.4 Experience and Expertise
 - 8.5 Facility Location Chart
 - 8.6 Price Sheet
 - 8.7 Cost Data
- 9.0 **OFFER AND CONTRACT AWARD FORM:** The Offeror should complete and submit the "Offer" section of this form which is located in the ATTACHMENTS section within this solicitation. The "company name" that is entered on this form shall conform to the company's legal name as it appears on Form W-9 of the U.S. Department of the Treasury, Internal Revenue Service.
- 10.0 The Offeror should complete and submit a State of Arizona Substitute W-9 Form. The form can be downloaded from the Arizona Department of Administration website at www.gao.state.az.us/ach.
- 11.0 **SERVICE METHODOLOGY:** DES/AZEIP shall award one contract per geographic region. DES/AZEIP shall award only one geographic region to an offeror unless the offeror submits additional offers for a region(s) where: there are no competing offers, or when competing offers are not programmatically and financially sound, as determined by the RFP evaluation team.
- 11.1 The Offeror should submit a separate Service Methodology for each service offered.
- 11.2 The Offeror should submit a separate sheet(s) of paper entitled "Service Methodology" and specify the service title consistent with the Scope of Work.
- 11.3 The Offeror should respond to each objective and task, in order by number, as it appears in the Scope of Work. Restate the **number, objective and each task under the objective**. After each task write a brief, clear and concise narrative that includes:
- 11.3.1 A description of how the task will be performed, e.g., specific actions, activities, methods and techniques, etc.
 - 11.3.2 Staff positions responsible for accomplishment of tasks. Use position titles consistently throughout the offer, e.g., job description, service methodology, and Costa Data.
 - 11.3.3 Timeframe(s) in which service tasks will be performed.
- 11.4 In order to fulfill its mission and assure quality and meaningful service delivery that is responsive to the population served under this contract, the DES prefers to contract for services that are culturally and ethnically sensitive, and family focused. The Offeror shall label a separate section titled "Cultural Diversity" and describe how services will be provided that are culturally appropriate to the target population(s) to be served. The Offeror should indicate how the target group will have ready access to services considering the language, culture and geographic location of the target population.
- 12.0 **EXPERIENCE AND EXPERTISE:**
- 12.1 The Offeror should submit a brief summary of its experience and the expertise and education of the staff who will be performing the service. Include the number of years in providing the service(s) as it relates to the requirements of this solicitation. If your organization is new or if the proposed service is new to your organization, include any related experience. If the Offeror is proposing to provide the service (or any portion of the service) through subcontracts, also include subcontractors' experience and expertise.

- 12.2 The Offeror should submit a current staff organization chart, setting forth lines of authority, responsibility and communication in accordance with policies established by the governing body or management. This chart should accurately reflect the existing positions performing the proposed service and any new positions required to perform the service. In addition, the organization chart should include the names of the staff filling the existing positions. If applicable, submit a current organization chart depicting the Offeror's relationship to the organization of which the Offeror is a subsidiary or an affiliate.
- 12.3 The Offeror should submit a current job description for each key position delivering the service, including any subcontractors. Each description should include the job title, minimum qualifications for education, training and experience, duties and responsibilities.
- 12.4 The Offeror should submit a current resume(s) of key personnel providing any proposed service(s), including any subcontractors. If the Offeror cannot submit a current resume(s), then provide an explanation. The resume(s) should be limited to two pages each and contain experience and qualifications pertinent to the proposed service(s).
- 12.5 The Offeror should submit a copy of the Management Letter and Auditor's Opinion from external auditors that were prepared in conjunction with the most recent annual audit. If the Management Letter or Auditor's Opinion identify any findings or concerns, include a brief description of any corrective action(s) taken to resolve them. If no audit has been performed, provide an explanation and submit a copy of the most recent annual financial statements or an explanation why the financial statements can not be provided.
- 12.6 The Offeror should submit a list of three references. References should be verifiable and should be able to comment on the Offeror's related experience. DES employees should not be used as references. The reference information should include at a minimum: company name, address, contact, phone number and dates of performance or work.
- 12.7 The Offeror should submit any additional information not provided in 12.1 through 12.6 that documents experience and expertise in past performances, especially those performances related to the requirements of this RFP that reflect on the Offeror's ability to perform the required services.
- 13.0 RESERVED:
- 14.0 FACILITY LOCATION CHART: The Offeror should complete and submit the Facility Location Chart located in the ATTACHMENTS section in accordance with the following:
- 14.1 *Name of Facility, Address, Phone and Fax No. where Service(s) Will Be Provided:* List the name, address and phone and fax number of each facility at which each service will be provided. Do not use Post Office boxes to indicate the facility location; use a street address. The name and address of any subcontractor facility where services will be provided must also be included in this listing.
- 14.2 *Contract Service(s):* List each service offered. The service title(s) entered must be identical to the title found at the top of the applicable Scope of Work(s).
- 14.3 *Sub:* Designate any subcontractor facility by placing a check mark in the "SUB" Column across from the facility name and address.
- 14.4 *Days and Hours of Operation:* List the days and hours during which each service is available at each facility location.
- 14.5 *Geographic Coverage:* List the geographic area in which the service(s) will be offered, e.g., Gila County, or Metropolitan Phoenix in the area bounded by Van Buren, 40th Street, Baseline and 19th Avenue, etc.
- 14.6 *Holidays:* List each holiday on which the facility will be closed. Indicate if an emergency answering service is available when the facility is closed.
- 15.0 PRICE SHEET: The Offeror should complete and submit the Price Sheet in accordance with any instructions on the Price Sheet for each region being offered. Offerors should offer the full array of service components for each region specified. Offerors should complete the "Rate" section of the Price Sheet for the service(s) being offered. Offerors should also submit a unit rate justification for each service component offered in the proposal. For examples of current rates for a number of the services requested, offerors may wish to review DES/DDD's Qualified Vendors' rates. The Price Sheet is located in the ATTACHMENTS section of this solicitation.

- 16.0 COST DATA: The Offeror should submit separate Cost Data for 12 months beginning on *November 1, 2004* for each service being proposed and follow the same format outlined in the Cost Data sample in the EXHIBITS Section. The Cost Data projects costs by line item, provides the basis for the development of the unit rate, and may be used by the Department to analyze the rate offered. The contractor will not be paid in accordance with the Cost Data submitted.
- 16.1 The Offeror may include any of the cost categories included on the Cost Data sample, but must include any and all cost categories that have an effect on the proposed rate. The Offerors' Cost Data should provide a clear and complete explanation that provides the basis for how each cost is allocated.

ATTACHMENTS

	<u>Total # of Pages</u>
6-2 Offer and Contract Award	1
6-3 Facility Location Chart	1
6-4 Price Sheet	1

OFFER AND CONTRACT AWARD

SOLICITATION NO. E-AzEIP-04071

ARIZONA DEPARTMENT OF
ECONOMIC SECURITY
Arizona Early Intervention
Program

OFFER

TO: THE STATE OF ARIZONA

The Undersigned hereby offers and agrees to provide the service(s) and/or material(s) in compliance with the Solicitation.

For clarification of this offer, contact:

Name

Phone Number

Fax Number

E-Mail Address

If awarded a contract, all notices should be sent to:

Name

Mailing Address

City State Zip

Phone Number Fax Number

E-Mail Address

Federal Employer Identification Number

Company Name

Mailing Address

City State Zip

Phone Number Fax Number

E-Mail Address

Signature of Person Authorized to Sign Offer

Printed Name

Title

ACCEPTANCE OF OFFER AND CONTRACT AWARD (FOR STATE OF ARIZONA USE ONLY)

Your offer is hereby accepted. The Contractor is now bound to provide the service(s) and/or material(s) listed in the attached award notice based upon the Solicitation, including all terms, conditions, specifications/scope of work, amendments, etc., and the Contractor's offer as accepted by the State.

This contract shall henceforth be referred to as Contract No. _____.

State of Arizona
Awarded this Date: _____

Katherine Babonis, C.P.M., CPPB
Chief Procurement Officer

O&A
6/19/2003

Facility Location Chart

Contract services shall be delivered only at the facilities and locations specified below and shall be available during days and hours of operation indicated:

NAME OF FACILITY, ADDRESS, PHONE AND FAX NO. WHERE SERVICE(S) WILL BE PROVIDED	CONTRACT SERVICE(S)	S U B	DAYS & HOURS OF OPERATION	GEOGRAPHIC COVERAGE

The facilities listed above will not be open on those holidays marked below (*darken box for applicable holidays*):

<input type="checkbox"/> New Year's Day	<input type="checkbox"/> Good Friday	<input type="checkbox"/> Yom Kippur	(Other Holidays)
<input type="checkbox"/> Martin Luther King Jr's Birthday	<input type="checkbox"/> Memorial Day	<input type="checkbox"/> Columbus Day	<input type="checkbox"/> _____
<input type="checkbox"/> Lincoln's Birthday	<input type="checkbox"/> Independence Day	<input type="checkbox"/> Veteran's Day	<input type="checkbox"/> _____
<input type="checkbox"/> Washington's Birthday	<input type="checkbox"/> Labor Day	<input type="checkbox"/> Thanksgiving Day	<input type="checkbox"/> _____
<input type="checkbox"/> President's Day	<input type="checkbox"/> Rosh Hashanah	<input type="checkbox"/> Christmas Day	<input type="checkbox"/> _____

☐ The holidays indicated above apply only to the administrative office; services are provided 24 hours.

10/8/02


PRICE SHEET

RFP Number: E-AzEIP-04071


Agency Name: _____ Geographic Location: _____

Service(s)	Payment Unit	Rate
assistive technology service	1 hr	\$
audiology	1 hr	\$
family training, counseling and home visits	1 hr	\$
health services necessary to enable a child to benefit from the other early intervention services	1 hr	\$
medical services only for diagnostic and evaluation purposes	1 hr	\$
nursing	1 hr	\$
nutrition	1 hr	\$
occupational therapy	1 hr	\$
physical therapy	1 hr	\$
psychological services	1 hr	\$
service coordination services	1 hr	\$
social work services	1 hr	\$
special instruction	1 hr	\$
speech-language pathology	1 hr	\$
transportation and related costs	1 hr	\$
vision services	1 hr	\$
respite	1 hr	\$

The Department may review a fully documented request for a price adjustment, but only after the contract has been in effect for one (1) year. The request shall be based upon a cost increase/decrease to the contractor or the Department that was clearly unpredictable at the time of the offer and is directly related to the price of the service concerned. The Department shall determine whether the requested price adjustment or an alternate option is in the best interest of the State. Any price adjustment shall only be considered if submitted one hundred and twenty (120) days prior to the time of a contract extension and shall be a factor in the extension review process.

	Uniform Terms and Conditions		STATE OF ARIZONA
		page 1	
		of 8	

- 1 Definition of Terms.** As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:
- 1.1 “*Attachment*” means any item the Solicitation requires the Offeror to submit as part of the Offer.
 - 1.2 “*Contract*” means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
 - 1.3 “*Contract Amendment*” means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
 - 1.4 “*Contractor*” means any person who has a Contract with the State.
 - 1.5 “*Days*” means calendar days unless otherwise specified.
 - 1.6 “*Exhibit*” means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
 - 1.7 “*Gratuity*” means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
 - 1.8 “*Materials*” means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
 - 1.9 “*Procurement Officer*” means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
 - 1.10 “*Services*” means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
 - 1.11 “*Subcontract*” means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
 - 1.12 “*State*” means the State of Arizona and Department or Agency of the State that executes the Contract.
 - 1.13 “*State Fiscal Year*” means the period beginning with July 1 and ending June 30,
- 2 Contract Interpretation**
- 2.1 Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
 - 2.2 Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
 - 2.3 Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
 - 2.3.1 Special Terms and Conditions;
 - 2.3.2 Uniform Terms and Conditions;
 - 2.3.3 Statement or Scope of Work;
 - 2.3.4 Specifications;

	Uniform Terms and Conditions		STATE OF ARIZONA
		page 2	
		of 8	

- 2.3.5 Attachments;
- 2.3.6 Exhibits;
- 2.3.7 Documents referenced or included in the Solicitation.

2.4 **Relationship of Parties.** The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

2.5 **Severability.** The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

2.6 **No Parole Evidence.** This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

2.7 **No Waiver.** Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3 Contract administration and operation.

3.1 **Records.** Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

3.2 **Non-Discrimination.** The Contractor shall comply with State Executive Order No. 99-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.


3.3 **Audit.** Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

3.4 **Facilities Inspection and Materials Testing.** The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

3.5 **Notices.** Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

3.6 **Advertising, Publishing and Promotion of Contract.** The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

3.7 **Property of the State.** Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

	Uniform Terms and Conditions		STATE OF ARIZONA
		page 3	
		of 8	


- 3.8 **Ownership of Intellectual Property.** Any and all intellectual property, including but not limited to copyright, invention, trademark, tradename, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor (s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.

4 Costs and Payments

- 4.1 **Payments.** Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.
- 4.2 **Delivery.** Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.
- 4.3 **Applicable Taxes.**
- 4.3.1 **Payment of Taxes.** The Contractor shall be responsible for paying all applicable taxes.
- 4.3.2 **State and Local Transaction Privilege Taxes.** The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
- 4.3.3 **Tax Indemnification.** Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
- 4.3.4 **IRS W9 Form.** In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.
- 4.4 **Availability of Funds for the Next State fiscal year.** Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.
- 4.5 **Availability of Funds for the current State fiscal year.** Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:
- 4.5.1 Accept a decrease in price offered by the contractor;
- 4.5.2 Cancel the Contract
- 4.5.3 Cancel the contract and re-solicit the requirements.

5 Contract changes

- 5.1 **Amendments.** This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person

	Uniform Terms and Conditions		STATE OF ARIZONA
		page 4	
		of 8	

who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.2 **Subcontracts.** The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

5.3 **Assignment and Delegation.** The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6 Risk and Liability

6.1. **Risk of Loss:** The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

Indemnification

6.2.1 **Contractor/Vendor Indemnification (Not Public Agency).** The parties to this contract agree that the State of Arizona, its' departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its' departments, agencies, boards and commissions shall be responsible for its' own negligence. Each party to this contract is responsible for its' own negligence.

6.2.2 **Public Agency Language Only.** Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its' officers, officials, agents, employees, or volunteers."


6.3 **Indemnification - Patent and Copyright.** The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

Force Majeure.

6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2 Force Majeure shall not include the following occurrences:


6.4.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

	Uniform Terms and Conditions		STATE OF ARIZONA
		page 5	
		of 8	

- 6.4.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- 6.4.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- 6.4.3 If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
- 6.4.4 Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.
- 6.5 Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7 Warranties

- 7.1 Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.
- 7.2 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:
- 7.2.1 Of a quality to pass without objection in the trade under the Contract description;
- 7.2.2 Fit for the intended purposes for which the materials are used;
- 7.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
- 7.2.4 Adequately contained, packaged and marked as the Contract may require; and
- 7.2.5 Conform to the written promises or affirmations of fact made by the Contractor.
- 7.3 Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- 7.4 Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.
- 7.5 Year 2000.
- 7.5.1 Notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that all products delivered and all services rendered under this Contract shall comply in all respects to performance and delivery requirements of the specifications and shall not be adversely affected by any date-related data Year 2000 issues. This warranty shall survive the expiration or termination of this Contract. In addition, the defense of *force majeure* shall not apply to the Contractor's failure to perform specification requirements as a result of any date-related data Year 2000 issues.
- 7.5.2 Additionally, notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that each hardware, software, and firmware product delivered under this Contract shall be able to accurately process date/time data

	Uniform Terms and Conditions		STATE OF ARIZONA
		page 6	
		of 8	

(including but not limited to calculation, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology utilized by the State in combination with the information technology being acquired under this Contract properly exchanges date-time data with it. If this Contract requires that the information technology products being acquired perform as a system, or that the information technology products being acquired perform as a system in combination with other State information technology, then this warranty shall apply to the acquired products as a system. The remedies available to the State for breach of this warranty shall include, but shall not be limited to, repair and replacement of the information technology products delivered under this Contract. In addition, the defense of *force majeure* shall not apply to the failure of the Contractor to perform any specification requirements as a result of any date-related data Year 2000 issues.

7.6 Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

7.7 Survival of Rights and Obligations after Contract Expiration or Termination.

7.7.1 Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

7.7.2 Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8 State's Contractual Remedies

8.1 Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

8.2 Stop Work Order.


8.2.1 The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

8.2.2 If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

8.3 Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.

8.4 Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.


8.5 Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by

	Uniform Terms and Conditions		STATE OF ARIZONA
		page 7	
		of 8	

the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9 Contract Termination

- 9.1 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.
- 9.2 Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.
- 9.3 Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.
- 9.4 Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the State without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.
- 9.5 Termination for Default.
- 9.5.1 In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
- 9.5.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.
- 9.5.3 The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.
- 9.6 Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.
- 10 **Contract Claims.** All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

	Uniform Terms and Conditions		STATE OF ARIZONA
		page 8	
		of 8	

11 **Arbitration**

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

**DEPARTMENT OF ECONOMIC SECURITY
SPECIAL TERMS AND CONDITIONS**

1. **Definition of Terms.** In addition to the terms and conditions defined in section 1 of the Uniform Terms and Conditions, the following shall apply:

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

- A. **"Equipment"** means all vehicles, furniture, machinery, electronic data processing (EDP) equipment, software and all other equipment costing \$1,000.00 or more, including all normal and necessary expenses incurred to make the equipment ready for its intended use (e.g., taxes, freight, installation, assembly and testing charges, etc.), and with a useful life of greater than one year. Equipment as used herein does not include real property (e.g., land, buildings, structures, or facilities' improvements).
- B. **"Department"** means the Arizona Department of Economic Security (DES), unless otherwise indicated.
- C. **"Effective Date"** means the date that the Procurement Officer signs the Offer and Acceptance form or other official contract form, unless another date is specifically stated in the contract.

2. **Audit.** In addition to the terms and conditions in section 3.3 of the Uniform Terms and Conditions, the following shall apply:

- A. In compliance with the Federal Single Audit Act (31 U.S.C. Sections 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), Contractors designated as subrecipients, as prescribed by the President's Council on Integrity and Efficiency Position Statement No. 6, expending Federal funds from all sources totaling \$300,000 or more (\$500,000 for fiscal years ending after December 31, 2003), must have a yearly audit conducted in accordance with the audit and reporting standards as prescribed in OMB Circular A-133 (A-133). The audit must include the Reporting Package as outlined in A-133. The Department's contract numbers and award amounts must be included in a separate schedule, if not included on the Schedule of Federal Financial Assistance. A copy of the Audit Report, Management Letter and Auditors Opinion must be submitted to the Department's Office of Audit and Management Services within thirty (30) days after completion of the audit to the Department person designated to receive notices.
- B. All Contractors are subject to the programmatic and fiscal monitoring requirements of each Department program to insure accountability of the delivery of all goods and services, as required under the Federal Single Audit Act. A minimum fiscal requirement for all Contractors designated as vendors is an annual financial audit which includes Department contract numbers and award amounts. The Audit Report, Management Letter and Auditor's Opinion must be submitted to the Department person designated to receive notices within thirty (30) days after completion of the audit.
- C. As prescribed in OMB Circular A-133, for-profit subrecipients are subject to compliance requirements established by the Department. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-award audits, Department monitoring during the contract, and post-award audits.
- D. Audits of non-profit corporations receiving Federal or State monies required pursuant to Federal or State law must be conducted as provided in 31 U.S.C. Section 7501 et seq. and A.R.S. Section 35-181.03 and any other applicable statutes, rules, regulations and standards.

3. **Availability of Funds.** The Department may reduce payments or terminate this contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated or allocated. The Director of the Department shall have the sole and unfettered discretion in determining the availability of funds. The Department and the Contractor may mutually agree to reduce reimbursement to the Contractor when the payment type is Fixed Price with Price Adjustment by executing a contract amendment.

4. **Certification of Cost or Pricing Data.** By signing the offer and contract award form, the contract, change order, contract amendment or other official form, the Contractor is certifying that, to the best of the Contractor's knowledge and belief, any cost or pricing data submitted is accurate, complete and current as of the date submitted or other mutually agreed upon date.

Furthermore, the price to the State shall be adjusted to exclude any significant amounts by which the State finds the price was increased because the Contractor-furnished cost or pricing data was inaccurate, incomplete or not current as of the date of certification. Such adjustment by the State may include overhead, profit or fees. The certifying of cost or pricing data does not apply when contract rates are set by law or regulation.

5. **Competitive Bidding.** The Contractor is authorized to purchase the supplies and equipment itemized in the contract for utilization in the delivery of contract services. Contractor shall procure all such supplies and equipment at the lowest practicable cost and shall purchase all non-expendable items having a useful life of more than one year and an acquisition cost of \$1,000 or more, through generally accepted and reasonable competitive bidding processes. Any procurement in violation of this provision shall be considered a financial audit exception.
6. **Compliance with Applicable Laws.** In addition to the terms and conditions in section 7.6 of the Uniform Terms and Conditions, the following shall apply:
 - A. In accordance with A.R.S. §36-557 (Purchase of community developmental disabilities services; application; contracts; limitation), as applicable, all recipients of contract services shall have all of the same specified rights as they would have if enrolled in a service program operated directly by the State.
 - B. Nothing in this contract shall be construed as a waiver of an Indian tribe's sovereign immunity; nothing shall be construed as an Indian tribe's consent to be sued, or as consent by an Indian tribe to jurisdiction of any State Court.
 - C. The Contractor shall comply with the requirements related to reporting to a peace officer or child protective services incidents of crimes against children as specified in A.R.S. §13-3620.
 - D. The Contractor shall comply with P.L. 101-121, Section 319 (31 U.S.C. section 1352) and 29 C.F.R. Part 93 which prohibit the use of Federal funds for lobbying and which state, in part: Except with the express authorization of Congress, the Contractor, its employees or agents, shall not utilize any Federal funds under the terms of this contract to solicit or influence, or to attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation. Indian tribes, tribal organizations and any other Indian organizations are exempt from these lobbying restrictions with respect to expenditures that are specifically permitted by other Federal law.
7. **Confidentiality.** The Contractor shall observe and abide by all applicable State and Federal statutes, rules and regulations regarding the use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contract services. To the extent permitted by law, the Contractor shall release information to the Department and the Attorney General's Office as required by the terms of this contract, by law or upon their request.
8. **Contract Extension.** The State has no obligation to extend or renew this contract. However, this contract may be extended or renewed for multiple periods, or may be established as a multi-year contract in its entirety or in part at the sole option of the State. The Department's Procurement Officer may exercise the Department's option to extend or renew the contract by unilateral contract amendment; a written amendment to the contract signed by both parties shall not be necessary. Any extension or renewal must be made prior to the end of the contract period specified in this contract.
9. **Contract Term.** The term of this contract shall be the period of time from the contract begin date to the contract termination date as awarded or extended. The begin date of the contract term is the date that the Contractor may start to provide services under this contract. The Contractor will not be paid or reimbursed for contract services provided prior to the begin date. However, payments or reimbursements shall not be made under this contract until the effective date of this contract.
10. **Cooperation.** The Department may undertake or award other contracts for additional work related to the work performed by the Contractor, and the Contractor shall fully cooperate with such other Contractors and State employees, and carefully fit its own work to such other Contractors' work. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor or by State employees. The Contractor shall cooperate as the State deems

necessary, with the transfer of work, services, case records and files performed or prepared by the Contractor to other Contractor(s).

11. Equipment.

- A. If the Contractor is authorized to purchase equipment, it shall be itemized in the contract for utilization in the delivery of contract services. If equipment is purchased as authorized by this contract, the Contractor shall maintain complete and up-to-date inventory records for all equipment purchased hereunder. Equipment specifically designated within this contract, to be purchased in whole or part with the Department funds, shall be reported in accordance with Department inventory policies and procedures. The Contractor shall report equipment purchased with contract funds to the Department within thirty (30) days of purchase, perform an annual inventory of all equipment purchased with Department funds and submit the equipment inventory form to the Department person designated to receive notices.
- B. The Department shall retain an equitable interest equal to the purchase price paid, or a fair estimate or appraisal of current market value, whichever is greater, in all equipment purchased under this contract. The Department shall be included as a co-insured on any insurance policy which covers equipment purchased under this contract.
- C. The Contractor shall not dispose of any equipment purchased under this contract without the prior written consent of the Department during and after the contract term. Such consent, if given, may include direction as to the means of disposition and the utilization of proceeds, including any necessary adjustments to the contract.
- D. Upon termination of this contract, any equipment purchased under this contract shall be disposed of as directed by the Department and, if sold, the Department shall be compensated in the amount of its equitable interest.

- 12. Evaluation.** The Department may evaluate, and the Contractor shall cooperate in the evaluation of, contract services. Evaluation may assess the quality and impact of contract services, either in isolation or in comparison with other similar services, and assess the Contractor's progress and/or success in achieving the goals, objectives and deliverables set forth in this contract.

13. Fair Hearings and Service Recipients' Grievances.

- A. The Contractor shall advise all applicants for and recipients of contract services of their right, at any time and for any reason, to present to the Contractor and to the Department any grievances arising from the delivery of contract services, including, but not limited to, ineligibility determination, reduction of services, suspension or termination of services, or quality of services. The Department may assert its jurisdiction to hear the grievance or refer the matter to the appropriate authority.
- B. The Contractor, whenever authorized by law, shall maintain a formal system acceptable to and approved by the Department for reviewing and adjudicating grievances by service recipients or subcontractors arising from this contract.

- 14. Fees and Program Income.** Unless specifically authorized in the contract, the Contractor shall impose no fees or charges of any kind upon recipients for contract services .

- 15. Fingerprinting.** The provisions of A.R.S. § 46-141 (as may be amended) are hereby incorporated in their entirety as provisions of this contract. For reference, these provisions include, but are not limited to, the following:

- A. Personnel who are employed by the Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles shall have a valid class one or class two fingerprint clearance card issued pursuant to title 41, chapter 12, article 3.1, or shall apply for a class one or class two fingerprint clearance card within seven working days of employment.
- B. The provider shall assume the costs of fingerprint checks and may charge these costs to its fingerprinted personnel. The department may allow all or part of the costs of fingerprint checks to be included as an allowable cost in a contract.

- C. Except as provided in A.R.S. § 46-141, this contract may be cancelled or terminated immediately if a person employed by the Contractor and who has contact with juveniles certifies pursuant to the provisions of A.R.S. § 46-141 (as may be amended) that the person is awaiting trial or has been convicted of any of the offenses listed therein in this state, or of acts committed in another state that would be offenses in this state, or if the person does not possess or is denied issuance of a valid fingerprint clearance card.
- D. Personnel who are employed by any provider, whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify on forms provided by the Department of Economic Security and notarized whether they are awaiting trial on or have ever been convicted of any of the offenses described in A.R.S. § 46-141 (F) (as may be amended).
- E. Personnel who are employed by any provider, whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify on forms provided by the Department of Economic Security and notarized whether they have ever committed any act of sexual abuse of a child, including sexual exploitation and commercial sexual exploitation, or any act of child abuse.
- F. Federally recognized Indian tribes or military bases may submit and the Department of Economic Security shall accept certifications that state that no personnel who are employed or who will be employed during the contract term have been convicted of, have admitted committing or are awaiting trial on any offense as described in A.R.S. § 46-141 (F) (as may be amended).

16. **Indemnification and Insurance.**

INDEMNIFICATION CLAUSE:

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

INSURANCE REQUIREMENTS:

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

- A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

- 1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

- General Aggregate

\$2,000,000

- Products – Completed Operations Aggregate \$1,000,000
 - Personal and Advertising Injury \$1,000,000
 - Blanket Contractual Liability – Written and Oral \$1,000,000
 - Fire Legal Liability \$ 50,000
 - Each Occurrence \$1,000,000
- a. The policy shall be endorsed to **include coverage for sexual abuse and molestation.**
 - b. The policy shall be endorsed to include the following additional insured language:
“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor”.
 - c. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language:
“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor”.

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation Statutory

Employers' Liability

Each Accident \$ 500,000

Disease – Each Employee \$ 500,000

Disease – Policy Limit \$1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

4. **Professional Liability (Errors and Omissions Liability)**

Each Claim \$1,000,000

Annual Aggregate \$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- c. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
 2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to **(State of Arizona Department Representative's Name & Address)** and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
- All certificates required by this Contract shall be sent directly to **(State of Arizona Department Representative's Name and Address)**. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**
- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies **or** Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.
- H. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

17. **Levels of Service.**

- A. If the Contractor determines service recipient eligibility, the Contractor shall maintain and regulate the units or services set forth in this contract to ensure continuity and availability of services to eligible persons during the term of this contract and during any transition to a subsequent Contractor.
- B. The Department makes no guarantee to purchase specific quantities of goods or services, or to refer eligible persons as may be identified or specified herein. Further, it is understood and agreed that this contract is for the sole convenience of the Department and that the Department reserves the right to obtain like goods or services from other sources when such need is determined necessary by the Department.
- C. Any administration within the Department may obtain services under this contract.
- D. Contract services may be moved or expanded to other site locations within the geographic area awarded only by a written contract amendment.
- E. The Department makes no guarantee to purchase all of the service units authorized or to provide any number of referrals. If quantities of units are specified, they are estimates only and the Department may decrease and/or increase them by providing written notice to the Contractor.
- F. When the method of compensation for the service is **Fixed Price with Price Adjustment**, the contract may be amended, by mutual agreement, to purchase additional services by increasing the contract service budget and/or budget summary.

18. **Monitoring.** The Department may monitor the Contractor and/or subcontractor and they shall cooperate in the monitoring of services delivered, facilities and records maintained and fiscal practices.

19. **Non-Discrimination.** In addition to the terms and conditions in section 3.2 of the Uniform Terms and Conditions, the following shall apply:

- A. Unless exempt under Federal law the Contractor shall comply with Title VII of the Civil Rights Act of 1964 as amended. Contractor shall comply with the Age Discrimination in Employment Act. The Contractor shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap. The Contractor shall comply with the requirements of the Fair Labor Standards Act of 1938, as amended.
- B. If Contractor is an Indian Tribal Government, Contractor shall comply with the Indian Civil Rights Act of 1968. It shall be permissible for an Indian Tribal Contractor to engage in Indian preference in hiring.
- C. The Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits the denial of benefits of or participation in contract services on the basis of race, color, or national origin. The Contractor shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap, in delivering contract services; and with Title II of the Americans with Disabilities Act, and the Arizona Disability Act, which prohibit discrimination on the basis of physical or mental disabilities in the provision of contract programs, services and activities.
- D. The following shall be included in all publications, forms, flyers, etc. that are distributed to recipients of contract services:

“Under the Americans with Disabilities Act, the *(insert Contractor name here)* must make a reasonable accommodation to allow a person with a disability to take part in a program, service, or activity. For example, this means that if necessary, the *(insert Contractor name here)* must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. It also means that the *(insert Contractor name here)* will take any other reasonable action that allows you to take part in and understand a program or activity, including making reasonable changes to an activity. If you believe that you will not be able to understand or take part in a program or activity because of your disability, please let us know of your disability needs in advance if at all possible. Please contact: *(insert Contractor contact person and phone number here)*”

20. **Notices.** In addition to the terms and conditions in section 3.5 of the Uniform Terms and Conditions, the following shall apply:

All notices shall reference the contract number.

The Contractor shall give written notice to the Department of changes to the following, and a written amendment to the contract shall not be necessary:

1. Change of address of business office;
2. Change of telephone number;
3. Changes in the name and/or address of the person to whom notices are to be sent;
4. Changes in contract-related personnel positions of the Contractor which do not affect staffing ratios, staff qualifications or specific individuals required under this contract;
5. Change in the name of the Contractor, where the ownership or responsible entity remains the same; or,
6. In a fixed price with price adjustment contract, whenever there is less than a 10% increase in any budget category; any such increase must be offset by an equal value decrease in another budget category or categories.

21. **Payments.** In addition to the terms and conditions in section 4.1 of the Uniform Terms and Conditions, the following shall apply:

A. Payments shall be made according to the type of payment defined as follows:

1. Rate (or) Fixed Price- The Contractor is paid a specified amount for each unit of service or deliverable as designated in the contract, not to exceed the maximum number of authorized units if indicated by the Department for each contract service/deliverable.

2. Fixed Price with Price Adjustment - Reimbursement to the Contractor is in accordance with actual, allowable costs incurred consistent with each service budget and/or budget summary not to exceed the service reimbursement ceiling. The Contractor shall furnish the Department with an accounting of actual costs incurred consistent with the categories set forth in the service budget. Budget categories, to include cost items in a category, may be deleted, added, or modified by a contract amendment, provided that the Total DES Service Cost shall not increase unless a price increase is permitted by renewal or extension of the contract.

- B. The Contractor shall report to the Department in the manner prescribed by the "Reporting Requirements" section of these terms and conditions. Upon receipt of applicable, accurate and complete reports, the Department shall authorize payment or reimbursement in accordance with the type of payment indicated by this contract.
- C. If the Contractor is in any manner in default in the performance of any obligation under this contract, or if audit exceptions are identified, the Department may, at its option and in addition to other available remedies, either adjust the amount of payment or withhold payment until satisfactory resolution of the default or exception.
- D. Under no circumstances shall the Department make payment to the Contractor that exceeds the contract or service reimbursement ceiling without an amendment to this contract. Under no circumstances shall the Department make payment to the Contractor for services performed prior to or after the term of the contract without timely extension or renewal of the contract.
- E. The Contractor may offer a price reduction adjustment at any time during the term of the contract. Any price reduction shall be executed by a contract amendment.

22. **Payment Recoupment.** The Contractor must reimburse the Department upon demand or the Department may deduct from future payments the following:
- A. Any amounts received by the Contractor from the Department for contract services which have been inaccurately reported or are found to be unsubstantiated;
 - B. Any amounts paid by the Contractor to a subcontractor not authorized in writing by the Department;
 - C. Any amount or benefit paid directly or indirectly to an individual or organization not in accordance with the "Substantial Interest" section of these terms and conditions;
 - D. Any amounts paid by the Department for services which duplicate services covered or reimbursed by other specific grants, contracts, or payments;
 - E. Any amounts expended for items or purposes determined unallowable by the Department when this contract provides for the reimbursement of costs, see the "**Unallowable Costs**" section of these terms and conditions;
 - F. Any amounts paid by the Department for which the Contractor's books, records, and other documents are not sufficient to clearly substantiate that those amounts were used by the Contractor to perform contract services;
 - G. Any amounts received by the Contractor from the Department which are identified as a financial audit exception;
 - H. Any amounts paid or reimbursed in excess of the contract or service reimbursement ceiling;
 - I. Any amounts paid to the Contractor which are subsequently determined to be defective pursuant to the "Certification of Cost or Pricing Data" section of these terms and conditions.
 - J. Any payments made for services rendered before the contract begin date or after the contract termination date.
23. **Personnel.** The Contractor's personnel shall satisfy all qualifications, carry out all duties, and work the hours as set forth in this contract.
24. **Predecessor and Successor Contracts.** The execution or termination of this contract shall not be considered a waiver by the Department of any rights it may have for damages suffered through a breach of this or a prior contract with the Contractor.
25. **Professional Standards.** The Contractor shall deliver contract services in a humane and respectful manner and in accordance with any and all applicable professional accreditation standards. Levels of staff qualifications, professionalism, numbers of staff and individuals identified by name must be maintained as presented in the contract.
26. **Records.** In addition to the terms and conditions in section 3.1 of the Uniform Terms and Conditions, the following shall apply:
- Contract service records will be maintained in accordance with this contract. Records shall, as applicable, meet the following standards:
- A. Adequately identify the service provided and each service recipient's application for contract and subcontract activities;
 - B. Include personnel records which contain applications for employment, job titles and descriptions, hire and termination dates, a copy of the fingerprint clearance card, wage rates, and effective dates of personnel actions affecting any of these items;
 - C. Include time and attendance records for individual employees to support all salaries and wages paid;

- D. Include records of the source of all receipts and the deposit of all funds received by the Contractor;
- E. Include original copies of invoices, statements, sales tickets, billings for services, deposit slips, etc., and a cash disbursement journal and cancelled checks to reflect all disbursements applicable to the contract;
- F. Include a complete general ledger with accounts for the collection of all costs and/or fees applicable to the contract; and,
- G. Include copies of lease/rental agreements, mortgages and/or any other agreements which in any way may affect contract expenditures.

Any such records not maintained shall mandate an audit exception in the amount of the inadequately documented expenditures.

27. Reporting Requirements.

- A. Unless otherwise provided in this contract, reporting shall adhere to the following schedule: no later than the 15th day following each month during the contract term the Contractor shall submit programmatic and financial reports to the Department in the form set forth in the contract. Failure to submit accurate and complete reports by the 15th day following the end of a month may result, at the option of the Department, in retention of payment. Failure to provide such report within 45 days following the end of a month may result, at the option of the Department, in a forfeiture of such payment.
- B. No later than the 45th day following the termination of this contract, Contractor shall submit to the Department a final program and fiscal report. Failure to submit the final program and fiscal report within the above time period may result, at the option of the Department, in forfeiture of final payment.
- C. All reports shall reference the contract number and be submitted to the person designated by the Department.

28. Subcontracts. In addition to the terms and conditions in section 5.2 of the Uniform Terms and Conditions, the following shall apply:

The Contractor shall provide copies of subcontracts relating to the provision of contract services to the Department upon request.

29. Substantial Interest Disclosure.

- A. Contractor shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or any other organization which has a substantial interest in Contractor's organization or with which Contractor (or one of its directors, officers, owners, trust certificate holders or a relative thereof) has a substantial interest, unless Contractor has made a full written disclosure of the proposed payments, including amounts, to the Department.
- B. Leases or rental agreements or purchase of real property which would be covered by Paragraph A of this section shall be in writing and accompanied by an independent commercial appraisal of fair market rental, lease, or purchase value, as appropriate.
- C. For the purpose of this Section, "relative" shall have the same meaning as in A.R.S. §38-502.

30. Supporting Documents and Information. In addition to any documents, reports or information required by any other section of this contract, Contractor shall furnish the Department with any further documents and information deemed necessary by the Department.

31. **Technical Assistance.** The Department may, but shall not be obligated to, provide technical assistance to the Contractor in the administration of contract services, or relating to the terms and conditions, policies and procedures governing this contract. Notwithstanding the foregoing, the Contractor shall not be relieved of full responsibility and accountability for the provision of contract services in accordance with the terms and conditions set forth herein.
32. **Termination for Any Reason.**
- A. In the event the contract is terminated, with or without cause, or expires, the Contractor, whenever determined appropriate by the Department, shall assist the Department in the transition of services or eligible persons to other Contractors. Such assistance and coordination shall include, but not be limited to, the forwarding of program and other records as may be necessary to assure the smoothest possible transition and continuity of services. The cost of reproducing and forwarding such records and other materials shall be borne by the Contractor. The Contractor must make provisions for continuing all management/administrative services until the transition of services or eligible persons is complete and all other requirements of this contract are satisfied.
 - B. In the event of termination or suspension of the contract by the Department, such termination or suspension shall not affect the obligation of the Contractor to indemnify the Department and the State for any claim by any other party against the State or Department arising from the Contractor's performance of this contract and for which the Contractor would otherwise be liable under this contract. To the extent such indemnification is excluded by A.R.S. §41-621 et seq. or an obligation is unauthorized under A.R.S. §35-154, the provisions of this paragraph shall not apply.
 - C. In the event of early termination, any funds advanced to the Contractor shall be returned to the Department within ten (10) days after the date of termination or upon receipt of notice of termination of the contract, whichever is earlier.
33. **Termination for Default.** In addition to the terms and conditions in section 9.5 of the Uniform Terms and Conditions, the following shall apply:
- This contract may immediately be terminated if the Department determines that the health or welfare or safety of service recipients is endangered.
34. **Unallowable Costs.** The cost principles set forth in the Code of Federal Regulations, 48 CFR, Chapter 1, Subchapter e, Part 31, (October 1, 1991), excluding later amendments and editions, on file with the Arizona Secretary of State and incorporated by this reference, shall be used to determine the allowability of incurred costs for the purpose of reimbursing costs under contract provisions that provide for the reimbursement of costs. Those costs which are specifically defined as unallowable therein will not be submitted for reimbursement by the Contractor and may not be reimbursed with Department funds.
- In addition, the Contractor shall comply with the following publications, as applicable:
- A. OMB Circular A-87 for State, local and Indian Tribal Governments.
 - B. OMB Circular A-122 for private non-profit organizations other than institutions of higher education, hospitals or others specified in A-122.
 - C. OMB Circular A-21 for educational institutions.
 - D. OMB Circular A-133 for audits of institutions of higher education and other non-profit institutions.
35. **Visitation, Inspection and Copying.** Contractor's or subcontractor's facilities, services and individuals served, books and records pertaining to the contract shall be available for visitation, inspection and copying by the Department and any other appropriate agent of the State or Federal Government. At the discretion of the Department, visitation, inspection and copying may be at any time during regular business hours, announced or unannounced. If the Department deems it to be an emergency situation, it may at any time visit and inspect the Contractor's or subcontractor's facilities, services and individuals served, as well as inspect and copy their contract-related books and records.

EXHIBITS

	<u>Total # of Pages</u>
9-2 Regional Areas Defined By Zip Codes (Regions 1 & 2)	1
9-3 Respite Clarification	2
9-4 Cost Data Sample	2

REGIONAL AREAS DEFINED BY ZIP CODE

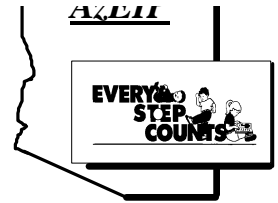
For the purposes of this solicitation (Regions 1a-1d) Maricopa County and (Regions 2a-2b) Pima and Santa Cruz Counties have been described using zip codes. If zip codes not currently designated to a regional area are identified, DES/AzEIP will assign them at its discretion. The zip code assignments are as follows:

REGION	GEOGRAPHIC AREA
1a	<u>Maricopa County, West</u> , will include the following zip codes: 85031, 85033, 85035, 85037, 85041, 85042, 85043, 85044, 85045, 85048, 85226, 85283, 85284, 85303, 85305, 85307, 85309, 85323, 85326, 85329, 85335, 85338, 85339, 85340, 85345, 85351, 85353, 85354, 85355, 85361, 85363, 85367, 85373, 85374, 85375, 85379, 85381, 85382, 85383
1b	<u>Maricopa County, Central</u> , will include the following zip codes: 85003, 85004, 85006, 85007, 85009, 85012, 85013, 85015, 85017, 85019, 85021, 85029, 85034, 85040, 85051, 85053, 85301, 85302, 85304, 85306, 85308, 85310
1c	<u>Maricopa County, North East</u> , will include the following zip codes: 85008, 85014, 85016, 85018, 85020, 85022, 85023, 85024, 85027, 85028, 85032, 85050, 85054, 85085, 85086, 85087, 85250, 85251, 85253, 85254, 85255, 85256, 85257, 85258, 85259, 85260, 85262, 85263, 85264, 85268, 85281, 85282, 85331, 85377
1d	<u>Maricopa County, South East</u> , will include the following zip codes: 85201, 85202, 85203, 85204, 85205, 85206, 85207, 85208, 85210, 85212, 85213, 85215, 85218, 85219, 85220, 85224, 85225, 85233, 85234, 85236, 85242, 85248, 85249, 85296, 85297
2a	<u>Pima and Santa Cruz Counties</u> , will include the following zip codes: 85601, 85614, 85629, 85637, 85641, 85645, 85706, 85708, 85710, 85711, 85712, 85715, 85718, 85730, 85747, 85748, 85749, 85750
2b	<u>Pima including the entire Tohono O’Odham Reservation</u> , will include the following zip codes: 85321, 85634, 85639, 85653, 856354, 85701, 85704, 85705, 85713, 85714, 85716, 85719, 85735, 85736, 85737, 85739, 85741, 85742, 85743, 85745, 85746



FOR INFANTS AND TODDLERS

Arizona Department of Economic Security



David A. Berns
Director

Molly K. Dries
Executive Director

Memorandum

TO: Local Program Coordinators, Management Teams, AzEIP participating agencies personnel and contractors

FROM: Molly K. Dries, M.S.
Executive Director

DATE: September 30, 2003

RE: Clarification of Respite in Early Intervention Services

Purpose

In response to a Memorandum of Clarification from the U.S. Department of Education, Office of Special Education Programs (OSEP), the Arizona Early Intervention Program (AzEIP) is clarifying the definition and use of respite in early intervention as governed by the Individuals with Disabilities Education Act (IDEA), Part C.

OSEP Policy Clarification

“The Part C regulations list 16 “types” of services included under “early intervention services”. See §303.12(a). The note following §303.12 indicates that the lists of services are not exhaustive. The note states “early intervention services may include such services as the provision of respite and other family support services.” The term “respite” as used in that note is not intended to mean “reprieve” or “rest” but rather a child care-type service provided to enable parent(s) to participate or receive other early intervention services in order to meet the outcomes on a child’s IFSP.

In order for a parent to develop the capacity to assist his/her child in meeting his/her developmental needs, the parent may need respite or other type of care for the child while the parent participates in appropriate early intervention activities. Families may need in-home or other care arrangements for their child in order for the family to participate in early intervention services that include a defined family component, i.e., family training or counseling services, psychological services, or social work. A family may need to participate in sign language classes in order to assist the child in developing communication skills or meet with a psychologist to design appropriate behavioral management strategies to use when the child engages in inappropriate behaviors. Although the provision of respite or other care arrangements may be necessary for some families to participate in appropriate early intervention activities, respite is not intended to serve as child-care or “baby-sitting” assistance in ordinary circumstances.

Early intervention services needed by a particular child are determined through the IFSP process. The participants at the IFSP meeting, which include the parent(s), identify the early intervention services that meet the unique developmental needs of the child and the child’s family related to enhancing their child’s development. See §303.343. The need for such services must be based on the results of the evaluation and assessment of the child and the family-directed identification of the needs of each child’s family to appropriately assist in the development of the child....”

Arizona Department of Economic Security/Arizona Early Intervention Program
3839 N. 3rd Street, Suite 304, Site Code 801A-6, Phoenix, AZ 85012
(602) 532-9960 • FAX (602) 200-9820 • www.de.state.az.us/AzEIP

The Arizona Department of Economic Security is an Equal Opportunity Agency

Implementation of OSEP's Policy Clarification

The Individualized Family Service Plan team shall assist the family in identifying and defining functional outcomes that support and enhance the resources of the family to promote their child's development and participation in family and community life. Once functional outcomes reflecting the family's priorities and daily routines are identified, the IFSP team will discuss (1) the current child's developmental strengths, family resources and activities, settings and/or people involved with the identified outcome, (2) the ideas and activities to achieve the outcome, (3) the people involved in achieving the outcome and (4) the family routines, natural settings and environments in which ideas and activities will be incorporated. "The decision regarding what supports and services will be provided must occur only after the development of outcomes and strategies" (page 32, AzEIP IFSP Guidance Document, March 2003).

Consistent with OSEP's policy clarification, IFSP teams will not identify respite as an early intervention service for the purpose of "rest" or "reprieve", but rather only when necessary to enable parent(s) to participate in or receive other early intervention services in order to meet the outcomes on a child's IFSP. Because early intervention supports and enhances the family's and other caregivers' resources to promote the child's participation, social engagement and independence, the IFSP team should consider other family-identified caregivers who are already involved in the child's life, and with consultation and training may be able to care for the child while the child's parent(s) participate in early intervention services. Consistent with the early intervention's intent to support and enhance the natural resources of families and their children, other caregivers, such as grandparents, extended family, friends and neighbors who are interested in providing care for the child should be supported in doing so. If the family identifies a caregiver who is uncomfortable or unfamiliar with the child and his/or her needs, the IFSP team should consider how the IFSP team can provide consultation and training to the caregivers, thus, expanding the family's resources for child-care. If the family does not identify or have other caregivers available to provide care while the family is engaged in other early intervention services, the IFSP team shall consider and, if needed, identify respite as an early intervention service to "enable the parent(s) to participate or receive other early intervention services. Respite should be documented on the supports and services page of the IFSP and, as is true of all other supports and services, should be linked to an outcome and indicate the frequency, duration and dates of initiation and termination.

Effective Date

Immediately. All IFSPs developed and reviewed after the date of this memorandum shall comply with this policy clarification.

Scope

This policy clarification does not impact the provision of respite services as defined and funded under the Arizona Long-Term Care System (ALTCS) to children eligible for ALTCS.

